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MESA UNDERWRITERS SPECIALTY INSURANCE COMPANY

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF CALIFORNIA

MESA UNDERWRITERS SPECIALTY )  
INSURANCE COMPANY, a New )  
Jersey Corporation )

Plaintiff, )

vs. )

BISHOP'S PUMPKIN FARM, INC., a )  
California corporation; WAYNE LEE )  
BISHOP, an individual; ANN M. )  
BISHOP, an individual; WILLIAM )  
BISHOP, an individual and as trustee of )  
The Bishop Family Living Trust; )  
SANDRA BISHOP, an individual and as )  
trustee of The Bishop Family Living )  
Trust; THE BISHOP FAMILY LIVING )  
TRUST, )

Defendants. )

Case No. 2:21-cv-001834-TLN-  
JDP

~~PROPOSED~~ STIPULATED  
PROTECTIVE ORDER

IT IS HEREBY STIPULATED AND AGREED between the parties,  
Plaintiff MESA UNDERWRITERS SPECIALTY INSURANCE COMPANY  
("Plaintiff"), and Defendants BISHOP'S PUMPKIN FARM, INC., WAYNE LEE  
BISHOP, ANN M. BISHOP, WILLIAM BISHOP, SANDRA BISHOP AND THE  
BISHOP FAMILY LIVING TRUST (collectively "Defendants"), by and through  
their respective counsel, that:

WHEREAS, to expedite discovery and permit discovery to proceed without

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the delay occasioned by possible disputes regarding claims of confidentiality, the parties wish to produce documents and things subject to the protective provisions set forth below;

WHEREAS, per Local Rule 141.1(c)(1) and (2), the parties anticipate that discovery will likely include proprietary and sensitive business information, the disclosure of which poses a risk of harm to the parties' proprietary, trade secret and financial interests, including but not limited to the following: (i) trade secret and business information pertaining to the parties' products, finances, marketing efforts, as well as Plaintiff's underwriting methods, actuarial analyses, insurance claims handling and claims adjusting practices; (ii) the operation and functioning of the parties' businesses, such as internal assessments and reports analyzing performance of their operations; (iii) other proprietary technical, managerial or commercially sensitive information, that is not otherwise available to the public and would be valuable to competitors in the insurance industry;

WHEREAS, per Local Rule 141.1(c)(3), the parties believe that the Terms and Conditions set forth below should be entered by a court order, as opposed to a private agreement between or among the parties, because the parties will inevitably encounter a document where they will differ on the level of protection that should apply, a protective order will set forth procedures by which the parties can expeditiously resolve confidentiality or privilege-related disputes before the Court, and such an order will govern potential discovery from third parties who would not otherwise be subject to a private agreement;

WHEREAS, the parties' disclosure of information in this action is made in reliance on the provisions of this Protective Order permitting the parties and third parties to designate documents, deposition and other testimony, information, and things as "CONFIDENTIAL" or "CONFIDENTIAL: ATTORNEYS' EYES ONLY" as defined below, and thereby protect such designated information from unauthorized use or disclosure;

1 NOW, THEREFORE, the parties hereby agree to the Terms and Conditions  
2 set forth below, and entry by the Court of this Protective Order.

3 TERMS AND CONDITIONS

4 1. The terms and conditions of this Protective Order shall be applicable  
5 to and shall govern all information, documents and tangible things, regardless of  
6 medium or format, produced during the course of discovery in this action, whether  
7 in response to a formal or informal request, voluntarily, or pursuant to a rule, order,  
8 or other requirement (“Discovery Materials”).

9 2. “Confidential Information” as used herein means any information in  
10 any of the Discovery Material that is designated as “CONFIDENTIAL” or  
11 “CONFIDENTIAL: ATTORNEYS’ EYES ONLY” by one or more of the parties  
12 to this action or a third party responding to a subpoena served in this action  
13 (referred to as the “Designating Party”).

14 3. Confidential Information shall not be used or disclosed for any  
15 purpose other than the prosecution, defense, appeal or settlement of this action.  
16 Any use of such information for any other purpose, or any disclosure of such  
17 information to anyone not authorized under this Protective Order, is expressly  
18 prohibited and would constitute a material breach of this Order.

19 4. Any party to this action or third party that produces Discovery  
20 Materials in this action may designate such material as “CONFIDENTIAL.”  
21 “CONFIDENTIAL” means any information that a party or third party believes in  
22 good faith to be confidential or sensitive information including, but not limited to,  
23 non-public information that concerns or relates to the parties’ business, the  
24 disclosure of which information may have the effect of causing harm to the  
25 competitive position of the parties or the affiliated person, firm partnership,  
26 corporation, or to the organization from which the information was obtained.

27 5. Any party to this action or third party that produces Discovery  
28 Materials in this action may designate such material as “CONFIDENTIAL:

1 ATTORNEYS' EYES ONLY." "CONFIDENTIAL: ATTORNEYS' EYES  
2 ONLY" means any "CONFIDENTIAL" materials where the disclosure of which to  
3 another party would create a substantial risk of serious competitive harm that  
4 cannot be avoided by less restrictive means.

5 6. The Designating Party shall not designate as Confidential Information  
6 any documents or things that are known by the Designating Party to be available to  
7 members of the general public.

8 7. Hardcopy or electronic documents that any party or third party wishes  
9 to designate as Confidential Information in this action shall be marked by placing  
10 the legend "CONFIDENTIAL" or "CONFIDENTIAL: ATTORNEYS' EYES  
11 ONLY" as applicable on each page of the document.

12 8. Electronically stored information in any form (including embedded  
13 data and metadata), whether oral, audio and/or visual (collectively, "Electronic  
14 Data") that any party or third party wishes to designate as Confidential Information  
15 in this action shall be marked by designating the Electronic Data as  
16 "CONFIDENTIAL" or "CONFIDENTIAL: ATTORNEYS' EYES ONLY" in a  
17 cover letter accompanying the production of the Electronic Data. Where feasible,  
18 counsel for the Producing Party shall also mark the disk, tape or other electronic  
19 media on which the Electronic Data is produced with the appropriate designation.  
20 If a Party reduces "CONFIDENTIAL" or "CONFIDENTIAL: ATTORNEYS'  
21 EYES ONLY" Electronic Data to hardcopy form, it shall mark the hardcopy with  
22 the appropriate designation. Whenever any Confidential Information Electronic  
23 Data is copied, all copies shall be marked with the appropriate designation.

24 9. Deposition transcripts, or portions thereof, may be designated  
25 "CONFIDENTIAL" or "CONFIDENTIAL: ATTORNEYS' EYES ONLY" (a)  
26 during the deposition, in which case the designated testimony shall be identified by  
27 page number in an index appearing at the end of the transcript; or (b) after the  
28 conclusion of the deposition, within ten (10) days of receipt of the final deposition

transcript, by written notice to counsel of record for all parties. The entire deposition transcript shall be treated as “CONFIDENTIAL: ATTORNEYS’ EYES ONLY” for ten (10) days after receipt of the final deposition transcript by counsel unless the Designating Party has earlier indicated a different designation. The front page of any deposition containing Confidential Information shall be marked by the court reporter as follows: “CONTAINS CONFIDENTIAL INFORMATION.” The Designating Party shall have the right to have all persons except the deponent and his or her counsel, counsel of record for the named parties, the court reporter, and such other persons as are permitted under Paragraphs 10 and 11 below, excluded from a deposition, or any portion thereof, as appropriate, before the taking therein of testimony that the Designating Party designates as Confidential Information.

10. Absent written consent from the Designating Party or unless otherwise directed by the Court, and subject to the provisions herein, information designated as “CONFIDENTIAL” shall not be provided, shown, made available, or communicated in any way to any person or entity with the exception of:

- a. Outside attorneys for a Party receiving Discovery Materials (referred to as a “Receiving Party”), and any staff, assistants, clerical employees, and information technology employees working under the direct supervision of such counsel;
- b. Officers and employees of a Receiving Party, and any person assisting such officers and employees, where the review of such “CONFIDENTIAL” materials or information is reasonably necessary and in connection with the prosecution, defense, appeal or settlement of this action;
- c. The Court and its staff in connection with the Court’s administration and adjudication of this action;
- d. Any outside expert or consultant to whom it is necessary to

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1 disclose Confidential Information for purposes of assisting in, or  
2 consulting with respect to, this litigation and who have executed  
3 the Declaration of Compliance attached hereto as Exhibit A; and  
4 e. Court reporters, interpreters, translators, copy services, graphic  
5 support services, document imaging services, and database/coding  
6 services retained by counsel, for the purpose of assisting in this  
7 action and who have executed the attached Declaration of  
8 Compliance.

9 11. Absent written consent from the Designating Party or unless  
10 otherwise directed by the Court, and subject to the provisions herein, information  
11 designated as “CONFIDENTIAL: ATTORNEYS’ EYES ONLY” shall not be  
12 provided, shown, made available, or communicated in any way to any person or  
13 entity with the exception of:

- 14 a. Outside attorneys working on this action for a Receiving Party, and  
15 any staff, assistants, clerical employees, and information  
16 technology employees working under the direct supervision of  
17 such counsel;  
18 b. The Court and its staff in connection with the Court’s  
19 administration and adjudication of this action;  
20 c. Any outside expert or consultant to whom it is necessary to  
21 disclose Confidential Information for purposes of assisting in, or  
22 consulting with respect to, this litigation and who have executed  
23 the attached Declaration of Compliance; and  
24 d. Court reporters, interpreters, translators, copy services, graphic  
25 support services, document imaging services, and database/coding  
26 services retained by counsel, for the purpose of assisting in this  
27 action and who have executed the attached Declaration of  
28 Compliance.

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1           12. Any person receiving Confidential Information or any Discovery  
2 Materials containing such information, shall take reasonable care to ensure that the  
3 information is not communicated or disclosed to anyone not authorized by  
4 Paragraphs 10 and 11 above to receive such information.

5           13. Counsel for each party shall maintain a file containing the  
6 Declarations of Compliance (in the form of Exhibit A) executed by each person to  
7 whom disclosure of Confidential Information is made by such counsel and who is  
8 required to sign such Declaration pursuant to Paragraphs 10 and 11 above.

9           14. The designation of any document as “CONFIDENTIAL” or  
10 “CONFIDENTIAL: ATTORNEYS’ EYES ONLY” shall not preclude any party  
11 from showing that document to any person (a) who appears as the author or as a  
12 recipient on the face of the document; (b) who has been identified by the  
13 Designating Party as having been provided with the document; (c) who is a current  
14 employee or representative of the Designating Party called as a witness for  
15 deposition, hearing or trial in this action; or (d) who is a former employee or  
16 representative of the Designating Party called as a witness for deposition, hearing,  
17 or trial in this action and who had access to the document at the time employed by  
18 the Designating Party, if such access is apparent from the face of the document or  
19 confirmed by testimony.

20           15. Nothing in this Protective Order shall be deemed to preclude legal  
21 counsel for a Receiving Party from having high-level discussions with their client  
22 about the legal implications of any Discovery Material designated as  
23 “CONFIDENTIAL: ATTORNEYS’ EYES ONLY.”

24           16. Nothing in this Protective Order shall affect the right of any  
25 Designating Party to maintain its own documents as it chooses, or to disclose or  
26 use for any purpose the documents or information produced and designated by it as  
27 “CONFIDENTIAL” or “CONFIDENTIAL: ATTORNEYS’ EYES ONLY,”  
28 subject to the right of a party to seek, where appropriate, removal of the



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1 “CONFIDENTIAL” or “CONFIDENTIAL: ATTORNEYS’ EYES ONLY”  
2 designation of such documents or information as a result of such disclosure or use.

3 17. Nothing in this Protective Order shall limit or affect the rights of any  
4 party to use or disclose any information or thing that has not been obtained  
5 through, or derived as a result of, this action.

6 18. Compliance with this Protective Order shall not be construed in any  
7 way as an admission or agreement by any party that the designated disclosure  
8 constitutes or contains any trade secret or confidential information of any other  
9 party or witness. No party to this action shall be obligated to challenge the  
10 propriety of any “CONFIDENTIAL” or “CONFIDENTIAL: ATTORNEYS’  
11 EYES ONLY” designation by any other party or witness, and failure to do so shall  
12 not constitute a waiver or in any way preclude a subsequent challenge in this or  
13 any other action to the propriety of such designations.

14 19. Any party objecting to the designation of any information as  
15 “CONFIDENTIAL” or “CONFIDENTIAL: ATTORNEYS’ EYES ONLY” must  
16 give counsel for the Designating Party written notice of the objection and its  
17 reasons for the objection, and the parties shall attempt in good faith to resolve their  
18 differences. Failing resolution, the Designating Party may file a motion with the  
19 Court requesting that the designations be maintained. In any such motion, the  
20 Designating Party shall bear the burden of proving that the challenged Discovery  
21 Materials were appropriately designated pursuant to this Protective Order and the  
22 Federal Rules of Civil Procedure. Until the Court rules on the motion, the material  
23 shall be treated as designated in accordance with this Order. If the Designating  
24 Party does not file a motion within 21 days of the initial notice of challenge or  
25 within 14 days of the parties agreeing that the meet and confer process will not  
26 resolve their dispute, whichever is earlier, then the designation is modified as  
27 requested by the party challenging the designation.

28 20. Production of any Discovery Materials without a designation of



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1 “CONFIDENTIAL” or “CONFIDENTIAL: ATTORNEYS’ EYES ONLY” shall  
2 not in and of itself be deemed a waiver of any party’s claim of confidentiality as to  
3 such matter. The initial failure to designate Discovery Materials in accordance  
4 with this Protective Order shall not preclude any party or third party, at a later date,  
5 from designating such materials “CONFIDENTIAL” or “CONFIDENTIAL:  
6 ATTORNEYS’ EYES ONLY.” A party or third party may, by written notice to  
7 counsel of record for the Receiving Party or Parties, designate previously produced  
8 Discovery Materials as Confidential Information. Upon receipt of such notice, the  
9 Receiving Party shall thereafter treat the Discovery Materials in accordance with  
10 the new designation, shall restrict the disclosure or use of such material to those  
11 persons qualified under this Protective Order, and, if such material has previously  
12 been disclosed to persons not qualified under this Protective Order, shall take  
13 reasonable steps to obtain all such previously disclosed Confidential Information  
14 and advise such persons of the designation of confidentiality. If the Discovery  
15 Materials were originally produced in hard-copy format, the Designating Party  
16 shall supply, at its own cost, replacement pages containing the new designation of  
17 confidentiality.

18 21. The inadvertent production or disclosure of any document or  
19 communication that is subject to an attorney-client, attorney work product, or other  
20 privilege will not be deemed a waiver of such privilege, provided that the party  
21 entitled to assert such privilege notifies the parties to whom such inadvertent  
22 disclosure or production was made promptly upon discovery of such inadvertent  
23 disclosure.

24 22. Within 14 days of receiving the notice of inadvertent production, the  
25 Receiving Party may move the Court for an order that such Discovery Material is  
26 not protected from disclosure by any privilege, law, or doctrine and may submit the  
27 Discovery Material at issue to the Court for filing under seal in connection with  
28 that motion. In any such motion, the Designating Party shall bear the burden of

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1 proving that the challenged Discovery Materials are subject to an attorney-client,  
2 attorney work product, or other privilege. The Receiving Party shall not assert  
3 waiver due to the inadvertent production as a ground for such motion. While the  
4 motion is pending, the Receiving Party shall not use or disseminate the challenged  
5 Discovery Material for any purpose other than such motion.

6 23. In the event that either (a) the party who has been notified of an  
7 inadvertent production of protected Discovery Materials declines to file a motion  
8 with the Court challenging the claim that the Discovery Materials are protected  
9 from disclosure, or (b) the Court determines that the Discovery Materials are  
10 protected from disclosure, then the Receiving Party shall: (i) promptly destroy the  
11 Discovery Material (or redact the protected portions of the Discovery Material in  
12 the event that the entire Discovery Material is not claimed or found to be protected  
13 from disclosure) and all copies thereof; (ii) permanently delete any electronic  
14 versions of the Discovery Material from any data source, or any database it  
15 maintains; (iii) retrieve all paper copies of the Discovery Material provided to any  
16 third parties, including experts and consultants; (iv) retrieve from third parties all  
17 electronic copies contained on physical storage media where practicable, or if not,  
18 direct that any such electronic versions be permanently deleted; (v) destroy  
19 portions of any notes that reveal the substance of the protected information; and  
20 (vi) make no further use of the protected information. In the event that only a  
21 portion of the Discovery Material is claimed or found to be protected from  
22 disclosure, the party claiming protection shall produce a new version of that  
23 material with such information redacted.

24 24. In the event that a party wishes to use any Confidential Information,  
25 or any document containing or making reference to the contents of such  
26 information, in any pleading or document filed with the Court, *that party must seek*  
27 *permission to file such the Confidential Information under seal pursuant to Local*  
28 *Rule 141. Designating material as confidential, without more, is insufficient to*

1 ~~obtain a sealing order. such pleading or document shall be filed under seal~~  
2 ~~pursuant to the Local Civil Rules. The Clerk of the Court is directed to maintain~~  
3 ~~under seal all documents and information filed under seal with the Court in~~  
4 ~~connection with this litigation, unless and until such time as the Court orders~~  
5 ~~otherwise or denies permission to file under seal.~~

6 25. A courtesy copy of any document that is filed under seal and that is  
7 specifically intended for review by the Court may be hand delivered to the Court  
8 without waiving or diminishing in any way the protections of this Protective Order.  
9 Any such courtesy copy shall be prominently marked “CONFIDENTIAL – FILED  
10 UNDER SEAL AND CONTAINS INFORMATION SUBJECT TO A  
11 PROTECTIVE ORDER.”

12 26. The disclosure of Confidential Information covered by this Protective  
13 Order, whether pursuant to compelled discovery or otherwise, shall not constitute a  
14 waiver of any trade secret or any intellectual property, proprietary, or other rights  
15 to or in such information. If any person or entity receiving Confidential  
16 Information is subpoenaed in another action or proceeding, served with a  
17 document demand, or otherwise requested to provide material covered by this  
18 Protective Order, and such subpoena, document demand, or request seeks material  
19 which was produced or designated as “CONFIDENTIAL” or “CONFIDENTIAL:  
20 ATTORNEYS’ EYES ONLY,” the person receiving the subpoena, document  
21 demand, or request shall give written notice promptly (no more than five (5)  
22 business days after receipt) to counsel for the Designating Party and shall, to the  
23 extent permitted by law, withhold production of the material until any dispute  
24 relating to the production of such material is resolved.

25 27. Unless otherwise agreed to in writing by an attorney of record for the  
26 Designating Party, within ninety days of the final adjudication (including any  
27 appellate proceedings) or other final disposition of this action, all persons listed in  
28 Paragraphs 10 and 11 above, with the exception of Paragraphs 10(c) and 11(b),

1 who received any materials containing information designated as  
2 “CONFIDENTIAL” or “CONFIDENTIAL: ATTORNEYS’ EYES ONLY” shall,  
3 at the election of the Designating Party, either (a) assemble and return all  
4 Confidential materials in its possession, including all copies thereof, to the  
5 Designating Party, or (b) certify in writing that all such material has been  
6 destroyed. If returned, the Designating Party shall acknowledge in writing the  
7 receipt of any returned material. Counsel of record shall make reasonable efforts  
8 to ensure that any experts, consultants, and outside legal vendors it has retained  
9 abide by this provision.

10 28. Notwithstanding the foregoing paragraph, outside counsel for the  
11 parties shall be entitled to retain court papers, deposition and trial transcripts,  
12 attorney work product, and all exhibits to any of the foregoing that reflect or  
13 contain Confidential Information, provided that such outside counsel, and  
14 employees of such outside counsel, shall maintain the confidentiality thereof and  
15 shall not disclose any such information to any person except pursuant to Paragraph  
16 26 or the written consent of the Designating Party.

17 29. Nothing in this Protective Order shall be deemed to limit, prejudice,  
18 or waive any right of any party or person (a) to resist or compel discovery with  
19 respect to, or to seek to obtain additional or different protection for, material  
20 claimed to be protected work product or privileged under applicable law, material  
21 as to which a party claims a legal obligation not to disclose, or material not  
22 required to be provided pursuant to applicable law; (b) to seek to modify or obtain  
23 relief from any aspect of this Protective Order; (c) to object to the use, relevance or  
24 admissibility at trial or otherwise of any material, whether or not designated in  
25 whole or in part as Confidential Information governed by this Protective Order; or  
26 (d) otherwise to require that discovery be conducted according to governing laws  
27 and rules.

28 30. This Protective Order shall not prevent a party from applying to the

1 Court for further or additional protective orders or to modify the provisions of this  
2 Order.

3 31. The undersigned will treat Discovery Materials that are designated by  
4 a third party as Confidential Information in accordance with the terms and  
5 conditions of this Protective Order regardless of whether the third party is or  
6 becomes a signatory to the Order.

7 32. Any party serving a subpoena in this action on a non-party shall  
8 include with the subpoena a copy of this Protective Order.

9 33. The confidentiality obligations imposed by this Protective Order, and  
10 this Court's jurisdiction over disputes relating to this Protective Order, shall  
11 survive termination of this action and shall remain in effect unless otherwise  
12 expressly ordered by the Court.

13 \* \* \*

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Los Angeles, CA 90071

**EXHIBIT A**

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF CALIFORNIA

MESA UNDERWRITERS SPECIALTY )  
INSURANCE COMPANY, a New )  
Jersey Corporation )

Plaintiff, )

vs. )

BISHOP'S PUMPKIN FARM, INC., a )  
California corporation; WAYNE LEE )  
BISHOP, an individual; ANN M. )  
BISHOP, an individual; WILLIAM )  
BISHOP, an individual and as trustee of )  
The Bishop Family Living Trust; )  
SANDRA BISHOP, an individual and as )  
trustee of The Bishop Family Living )  
Trust; THE BISHOP FAMILY LIVING )  
TRUST, )

Defendants. )

CASE NO. 2:21-CV-001834-TLN-  
JDP

**DECLARATION OF  
COMPLIANCE WITH  
PROTECTIVE ORDER**

I hereby certify my understanding that Discovery Material designated as  
"CONFIDENTIAL" or "CONFIDENTIAL: ATTORNEYS' EYES ONLY" is  
being provided to me pursuant to the terms and restrictions of the Protective Order  
entered in this action by the United States District Court for the Eastern District of  
California (the "Court") on \_\_\_\_\_, 2022 (the "Protective Order"). I  
have read and understand the terms of the Protective Order and I agree to be fully  
bound by them. I understand that any violations of the terms and conditions of the  
Protective Order may be regarded as contempt of court. I hereby submit to the  
jurisdiction of the Court for the purposes of enforcement of this Protective Order.

I declare under penalty of perjury pursuant to 28 U.S.C. § 1746 that the  
foregoing is true and correct. Executed this \_\_\_\_ day of

\_\_\_\_\_, \_\_\_\_\_.

1 STIPULATED AND AGREED TO BY ALL PARTIES:

2  
3 Dated: April 26, 2022

GORDON REES SCULLY  
MANSUKHANI, LLP

4  
5 By: \_\_\_\_\_

Asim Desai  
Margret G. Parke  
Attorneys for Plaintiff

6  
7  
8  
9 Dated: April 26, 2022

GURNEE MASON RUSHFORD  
CONOTTO & FORESTIERE LLP

10  
11 By: \_\_\_\_\_

Steven H. Gurnee  
Candace H. Shirley  
Attorneys for Defendants

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**ORDER**

The parties' stipulated protective order is approved. All requests for sealing of confidential materials must comply with Local Rule 141 as confidential materials will not automatically be subject to sealing.

Accordingly IT IS HEREBY ORDERED that the above protective order is issued.

IT IS SO ORDERED.

Dated: April 26, 2022

  
JEREMY D. PETERSON  
UNITED STATES MAGISTRATE JUDGE

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